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Attorney for Real Estate Arbitrage Partners, LLC, and Richard Wells

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE:	§ Case No. 15-31502-HDH-7
	§ (Chapter 7)
Eric Gormly and Leah Gormly,	§
	§
DEBTORS,	§

RESPONDENTS ANSWER TO DEBTORS' APPLICATION  
FOR AN ORDER TO SHOW CAUSE AND MOTION FOR SANCTIONS

TO THE HON. HARLIN D. HALE, UNITED STATES BANKRUPTCY JUDGE:

Real Estate Arbitrage Partners, LLC, "REAP," and Richard Wells, "Wells," files this Answer to Debtors' Application for an Order to Show Cause and Motion for Sanctions and would respectfully show as follows:

1. REAP would show that REAP, a Texas limited liability company, is the owner of a large office suite located at 6311 West Northwest Hwy., Suite 251A, Dallas, Texas, and the office within that suite was leased by Eric Gormly, "Gormly." Wells is only the general manager of REAP and has no ownership interest in REAP. REAP purchased the property from the previous owner, Herbert Hooks, in June 2014. Under the terms of the purchase, all of the leases from the attorneys leasing office space from Mr. Hooks were assigned to REAP. Included were two leases signed by Gormly, the first one signed on or about July 6, 2011, and the second signed on November 25, 2013. Both

leases were for a period of three years, the last ending in November 2016. True and correct copies of those respective leases are attached as Exhibit A-1 and Exhibit A-2.

2. In September 2014, Gormly attempted to pay his September rent with a check titled the Gormly Law group PLLC Trust Account in the amount of \$875.00. That check was returned for insufficient funds. A true and correct copy of that check is attached to this Answer as Exhibit B. Despite numerous requests to make that check good, Gormly refused to do so. With no other options, REAP exercised its rights and locked Gormly out of the suite. On or about November 1, 2014, Gormly was notified that REAP was exercising its rights to a statutory landlords lien on the property contained within Gormly's suite. On November 3, 2014, the Debtors filed a pro se chapter 13 bankruptcy petition which was dismissed on December 17, 2014. A few days later, but not later than December 31, 2014, REAP liquidated some of the property and removed the rest of the property out of Gormly's office.

3. On or about December 18, 2014, Debtors' counsel wrote to Respondents' counsel demanding the return of the property subject to the lien. A copy of that letter is attached to this Answer as Exhibit C. REAP refused to turn over that property without payment for the rent. Attached to that letter was an inventory of the property contained within the suite. The letter clearly indicates that either the Gormly Law Group, PLLC, or Eric Gormly owns all the property in the suite. No mention is made about any property belonging to a third person. Some time in late January or early February 2015 a person named Lee Scott sent a text message claiming to own the painting shown at the bottom of the last page of Exhibit C.

4. On April 6, 2016, Debtors, through their current counsel, filed for relief under Chapter 7 of the Act. Mr. Ritter again renewed his request for return of the items. REAP would show that some

of the property in the secretarial area outside of the office leased by Gormly is still there. Further, Gormly's professional mail continues to arrive at his former office.

5. REAP believes that the automatic stay imposed by Debtors current chapter 7 filing did not apply or relate back further than 90 days or January 6, 2015.

Wherefore, Respondents pray that debtors' application being all things denied.

Dated January 21, 2016

Respectfully submitted,  
Allen Landerman, P.C.

/s/ Allen Landerman  
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State Bar of Texas #11863400  
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Allen@alpclaw.com (E-mail)  
Counsel for Respondents

#### CERTIFICATE OF SERVICE

I certify that a true copy of the above and foregoing document is being served upon all counsel of record in compliance with the Fed. R. Bankr. P. 7004(g) through the ECF system.

Signed January 21, 2016.

/s/ Allen Landerman  
Allen Landerman

**HERBERT L. HOOKS**

**Attorney at Law**

A Professional Corporation  
Preston Tower, Suite 251  
6211 W. Northwest Highway  
Dallas, Texas 75225

Board Certified - Family Law  
Texas Board of Legal Specialization

(214) 369-1171  
Fax (214) 369-1416  
e-mail [HerbHooks@aol.com](mailto:HerbHooks@aol.com)

**LEASE AGREEMENT**

This agreement is entered into between Herb Hooks, Owner, and Eric Gormly, tenant, for the lease of the center office and adjoining secretarial space for his exclusive use, and for the shared use of the common facilities, which includes the kitchen, conference and waiting rooms, and bathroom in Preston Tower for the term of 3 years at the rate of \$875 a month, with a down payment to be made at the time of execution of this agreement which will apply to the first months' rent which will begin on October 1, 2011. Payment for rent for the last month of this lease is waived.

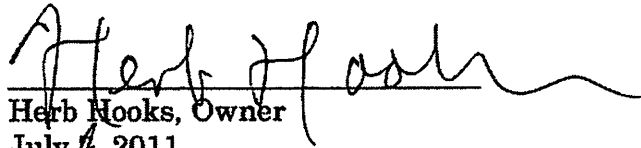
Gormly has the right to access and use the offices from the date of this agreement, and to make such improvements as he desires with the consent of Hooks.

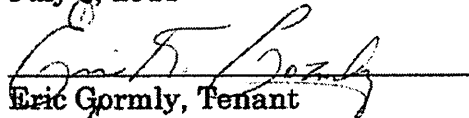
Gormly shall have the right to use the copying machine, with the expense relating thereto for paper and maintenance to be shared equally with other attorneys who pay rent to Hooks for their offices. (Presently being Hooks, Marston Alexander, and Gary Bruggeman). All attorneys agree to make reasonable usage of the copier and agree to use outside copying for massive copying needs.

Hooks provides all maintenance for the offices. Gormly is responsible for his telephone, fax, signage and certificate of occupancy, if required.

Hooks reserves the right to sell the property during the term of this lease and either assign such lease to a new purchaser, or to terminate the same with reasonable notice to tenant.

Agreed to on the dates shown:

  
Herb Hooks, Owner  
July 6, 2011

  
Eric Gormly, Tenant  
July 7, 2011

**Exhibit A-1**

## HERBERT L. HOOKS

### Attorney at Law

A Professional Corporation  
Preston Tower, Suite 251  
6211 W. Northwest Highway  
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(214) 369-1171  
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e-mail [HerbHooks@aol.com](mailto:HerbHooks@aol.com)

### LEASE AGREEMENT

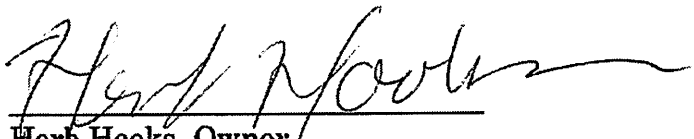
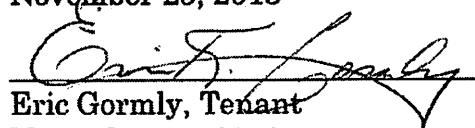
This agreement is entered into between Herb Hooks, Owner, and Eric Gormly, tenant, for the lease of the center office and adjoining secretarial space for his exclusive use, and for the shared use of the common facilities, which includes the kitchen, conference and waiting rooms, and bathroom in Preston Tower for the term of 3 years at the rate of \$875 a month.

Gormly shall have the right to use the copying machine, with the expense relating thereto for paper and maintenance to be shared equally with other attorneys who pay rent to Hooks for their offices. (Presently being Hooks and Gary Bruggeman). All attorneys agree to make reasonable usage of the copier and agree to use outside copying for massive copying needs.

Hooks provides all maintenance for the offices. Gormly is responsible for his telephone, fax, signage and certificate of occupancy, if required.

Hooks reserves the right to sell the property during the term of this lease and either assign such lease to a new purchaser, or to terminate the same with reasonable notice to tenant.

Agreed to on the dates shown:

  
Herb Hooks, Owner  
November 25, 2013  
  
Eric Gormly, Tenant  
November 25, 2013

## Exhibit A-2

**THE GORMLY LAW GROUP PLLC**  
**TRUST ACCOUNT**  
 6211 W NORTHWEST HWY STE 251  
 DALLAS, TX 75225-3460

1057

32-1769/1110

PAY TO THE  
 ORDER OF

DATE 17 SEP 2014

KEITH & SONS PARTNERSHIP  
EIGHT HUNDRED SEVENTY FIVE & 100/100  
 \$ 875.00  
 DOLLARS

**BB&T**

BRANCH BANKING AND TRUST COMPANY  
 1-800-BANK BB&T BB&T.com

FOR

⑈00001057⑈ ⑆111017694⑆1140000386920⑈

*[Signature]*

MP

Special benefits for Chase checking customers! Take advantage of exclusive offers on many Chase products. To learn more visit [chase.com/exclusives](http://chase.com/exclusives) or talk to a banker today!

My Transaction Summary

\*\*\*\*\*

Transaction #94	2082
Account Number Ending In	\$875.00
Checking Deposit	

Further review may result in delayed availability of this deposit

.....

JPMorgan Chase Bank, N.A.  
 Preston, Branch 000844  
 1-800-935-9935  
 Member FDIC, Equal Housing Lender  
 Please keep your receipt  
 09/18/2014 12:46

Business Date 09/18/2014  
 Session #37

Teller - Claudia  
 Cashbox #06

**Exhibit B**



**WILLIAM F. RITTER, IV**  
**Attorney**

Campbell Centre I - North Tower  
8350 N Central Expressway  
Suite 1310  
Dallas, Texas  
75206-1639

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F 214.373.3455  
w.f.ritterlaw@yahoo.com  
www.ritterlawworks.com

December 18, 2014

Mr. Allen Landerman  
Allen Landerman, P.C.  
6211 W Northwest Hwy, Ste C253 C&D  
Dallas, TX 75225-3460

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND FIRST CLASS MAIL

Re: Case No. 14-35314; *In re: Eric Kevin Gormly and Leah Marie Gormly, Debtors*; In the United States Bankruptcy Court for the Northern District of Texas, Dallas Division

Dear Mr. Landerman:

I represent Eric and Leah Gormly in their petition for relief under United States bankruptcy law in the above referenced case. We spoke last week about property belonging to the Debtors remaining at the business premises in which Mr. Gormly operated his law practice. It is my understanding that you represent RE Arbitrage Partners LLC, the new owner of the space. The space is located at 6211 W Northwest Hwy, Dallas, Texas.

Please let me know if the premises will be available next week for Mr. Gormly to retrieve all remaining items belonging to him and his clients. Attached is an inventory of the items remaining in the space which Eric Gormly intends to retrieve. The inventory is not complete with privileged information omitted and inventory itemized in general. As I understood from our conversation, the move must be coordinated with building management and arrangements made for elevator service. Please give me the contact information for building management if necessary.

**Exhibit C**

Mr. Allen Landerman  
December 18, 2014  
Page 2

As you may be aware, the bankruptcy case was recently dismissed for paperwork. That paperwork has been completed and a reinstatement motion filed to proceed with reorganization and relief under the bankruptcy code.

Please direct all future communication and correspondence to me. I look forward to your reply and thank you in advance for your attention and professional courtesy in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read 'William F. Ritter, IV', written in a cursive style.

William F. Ritter, IV

Enclosure

cc: Eric and Leah Gormly



## **INVENTORY – GORMLY LAW FIRM OFFICE**

### **Office supplies:**

Paper, file folders, envelopes, staplers and staples, hole-punches, flat and vertical file holders, DVDs & CDs, pens & highlighters, etc.

Plastic storage containers, including four roll-arounds.

### **Reference books & manuals**

### **Small equipment and peripherals:**

Color inkjet printer. WiFi router and modem. Phone handsets, base station and message recorder. Cables, junction boxes, etc.

### **Personal belongings:**

Photographs, various desktop items

Papers

### **Furnishings:**

Artwork on walls

Framed degrees, licenses, certifications (priceless – irreplaceable)

Lamps (1 standing, 2 table-top, two desk lamps)

### **Furniture:**

Credenza (long table)

Glass computer desk

Office desk chairs (2)

Office desk

Bookcases (3)

**APPROXIMATE TOTAL VALUE: \$3,500**

### **Property owned by client:**

Painting that client valued at approximately \$10,000